

# New Zealand Search and Rescue and Emergency Ambulance Services Relationship Agreement

### Parties

1. The Parties to this agreement are the New Zealand Search and Rescue Secretariat, New Zealand Police, Maritime New Zealand, National Ambulance Sector Office, St John Ambulance, Wellington Free Ambulance, and Ambulance New Zealand.

### Context

- 2. New Zealand Search and Rescue (NZSAR) provides strategic governance and national leadership for New Zealand's search and rescue (SAR) sector.
- 3. New Zealand Police and the Rescue Coordination Centre New Zealand (RCCNZ), which is part of Maritime New Zealand, are responsible for the overall conduct of search and rescue operations (SAROPs). Collectively they are known as the SAR Coordinating Authorities.
- 4. The National Ambulance Sector Office (NASO) is a joint business unit between the Accident Compensation Corporation (ACC) and the Ministry of Health. NASO is responsible to the Ministry of Health and ACC for the joint planning and funding of ambulance services.
- Road and air ambulance providers are contracted by the Ministry of Health and ACC to deliver emergency ambulance services (EAS), which includes pre-hospital emergency care and transport, coordination via the Emergency Ambulance Communication Centres (including the Air Desk), and transport of patients to hospitals. Collectively this is known as *Emergency Ambulance Services*. Additionally, there are five fixed wing air ambulance providers managed by NASO that can also provide emergency responses if required.
- 6. The responsibilities of the SAR Coordinating Authorities and Emergency Ambulance Services are well understood by the parties. Typically, there is clarity as to who should coordinate the response to an incident. However, there are occasions where there is a

lack of clarity as to who should coordinate a response, or when coordination should be transferred. This may occur if:

- a. a SAR Coordinating Authority and Emergency Ambulance Service are separately alerted to the same incident
- b. the nature of an incident is such that both Emergency Ambulance Services and SAR Coordinating Authorities can provide an effective response
- c. there is insufficient information available to easily determine who should coordinate the response
- d. further information is received during the response indicating that coordination may be transferred.
- The situations outlined above may result in a sub-optimal response (less effective) or a duplication of effort by Ambulance and SAR Coordinating Authorities (less efficient). This may place undue risk to persons seeking assistance or to responders.

### Purpose

- 8. The purpose of this agreement is to:
  - a. Ensure cohesive coordination and communication at an operational level between Ambulance Services and the SAR Coordinating Authorities to facilitate good outcomes for survivors and patients. This will enable all agencies to conduct their own work quickly and effectively, while engaging with partner agencies, to ensure a safe outcome for everyone involved.
  - b. Confirm the relationship at a strategic level between the Parties, ensuring good communications between all agencies, and the ability to review and refine ways of operating together.
- 9. Nothing in this agreement is intended to create a binding legal relationship between the Parties.
- 10. The essence to ensuring good outcomes is effective communication between the Parties and an understanding of each agencies' role.

### Agreed Protocols and Schedules

- 11. The schedules to this agreement outline agreed protocols and definitions. Any amendments to the schedules and the addition of any new schedules, agreements, or protocols must be agreed in writing between all the parties. Schedules may be reviewed and updated at any time and will be reviewed at the same time as the review of this agreement.
- 12. Schedule 1 describes agreed protocols for ensuring that the most appropriate resource is deployed by the most appropriate agency for the retrieval of a patient or survivor.
- 13. Schedule 2 describes how the SAR Coordinating Authorities task Air Ambulance Helicopters through the Air Desk.
- 14. Schedule 3 contains agreed definitions.
- 15. Schedule 4 outlines funding streams.

### **Commitment to Education**

- 16. The Parties agree to commit to training their relevant staff, and those with responsibility for managing incidents, on the interpretation and implementation of this agreement.
- 17. All Parties agree to share the outcome of debriefs where appropriate and as required under Schedule 1 and any insights identified to enable lessons to be shared.

### Liaison and Communication

- 18. Senior representatives from the Parties will meet at least twice a year to discuss the strategic direction, priorities, and plans for each agency. These meetings will include discussion on how communication and processes have impacted on operations. NZSAR will arrange these meetings.
- 19. The Parties agree to inform each other when developing policy or procedures that may impact on other Parties or protocols to this agreement, and to take all reasonable steps to ensure that there is adequate time for comment.
- 20. The Parties agree to communicate with each other as soon as possible if there are any operational or policy concerns.

### Disputes

- 21. If a dispute, difference or question (a Dispute) relating to or arising out of this agreement occurs between some or all the Parties, then:
  - a. The Party claiming the Dispute will notify the other Parties in writing setting out details of the Dispute.
  - b. The Parties must each make a representative available for a meeting. The representatives are to have authority to settle the Dispute. The purpose of the meeting is to attempt to resolve the Dispute, and the meeting shall take place within ten working days of notification of the Dispute.
  - c. If the initial meeting does not settle the Dispute, any Party's representative may escalate the Dispute internally at any time and the other Parties' representatives shall immediately escalate the Dispute in the same manner.
  - d. If a Dispute is not resolved after being escalated to Chief Executive level within the Parties within two months of the notification of the Dispute, then any Party may take such action as it deems fit including terminating this agreement with immediate effect by giving written notice to the other Parties (and the 28 days' written notice period specified in paragraph 23 shall not apply).

### Other

- 22. This agreement is subject to Cabinet directives and any enactment.
- 23. Any Party may terminate this agreement without cause by providing 28 days written notice to the other Parties.
- 24. This agreement commences on the date it is signed below and will be reviewed at least every three years.



Acting Manager, National Ambulance Sector Office Philip Moore Name: Cademo Concerns Date: 14/07/2022

Deputy Director, Safety and Response Systems, Maritime New Zealand

Name: Nigel Clifford Date: 28 /07 /2022

Pur Fan

Director, New Zealand Search and Rescue Secretariat Name: Duncan Ferner Date: 3 May 2022

Deputy Chief Executive – Ambulance Operations, St John

Name: Dan Ohs Date:

Chief Executive, Wellington Free Ambulance Name: Elic Tigzott G.M. Arrations Date: 17 August 2022.

Name: David Greig Date: 02 May 2022

Director of Capability, New Zealand Police

Chief Executive, Ambulance New Zealand Name: David Waters Date:

# Schedule 1: Guiding Principles for Coordination of Incidents

### Purpose

- 1. This schedule provides the SAR Coordinating Authorities and the Emergency Ambulance Services guidance to use to:
  - a. determine which agency should coordinate the response to an incident
  - b. describe when the transfer of coordination between agencies should be considered or occur
  - c. select an appropriate asset to respond to the incident.

### Guiding principles

- 2. These guiding principles are to be followed by the SAR Coordinating Authorities and Emergency Ambulance Services.
  - a. All decisions are to be made in the best interest of the persons requiring assistance and in the safety of responders.
  - b. If life is at risk, an agency receiving the incident notification should take initial actions if these will contribute to resolving the incident.
  - c. Any agency receiving initial notification of an incident will assume responsibility for that incident until transfer of the incident to another agency is formally agreed.
  - d. The agency assuming responsibility will advise the other appropriate agencies as soon as possible if the other agency may be required to assist at some stage during the incident.
  - e. All agencies will cooperate and work together, and there is a low threshold for seeking advice from, or notifying, other agencies about incidents.
- 3. The SAR Coordinating Authorities and Emergency Ambulance Services acknowledge that the Health and Safety at Work Act 2015 applies to SAR and ambulance activities, and each party will comply with their health and safety obligations.

### **Determining Coordination**

- 4. These guidelines are to be used by the SAR Coordinating Authorities and Emergency Ambulance Services to determine the category of the incident (medical emergency or SAROP), and therefore which agency has responsibility to coordinate the response.
- 5. The SAR Coordinating Authorities are responsible for coordinating and conducting responses to search and rescue operations (SAROPs). Emergency Ambulance Services are responsible for coordinating and conducting responses to medical emergencies.
- 6. SAROPs, by nature, often require the provision of medical assistance to a rescued person. Likewise, a member of the public suffering a medical emergency may not realise that a SAROP will be required to retrieve them from their position of distress.
- 7. There will be occasions when the agency receiving the initial notification of an incident is not responsible for coordinating the response. The agency receiving that notification should take initial action with the aim of preserving life, and then must immediately contact the agency with responsibility to discuss the transfer of coordination and associated responsibilities, as described in paragraph 13.
- 8. The SAR Coordinating Authorities can call on specialist rescue teams, equipment and services to conduct a SAROP. These include but are not limited to:
  - Alpine Cliff Rescue
  - LandSAR

- Surf Life Saving
- Coastguard
- Rescue Swimmers (many Air Ambulance helicopters have this capability)
- River Rescue
- Cave Rescue
- Canyon Rescue
- New Zealand Defence Force
- Aircraft not operating under a contract with NASO.
- 9. In this Schedule, the word *should* is used to indicate the preferred and agreed course of action which will occur in most situations. *Should* recognises that uncertainty may exist and there may be occasions when deviation from the action may occur.

### Search and Rescue Operations

- 10. An incident should be regarded as a SAROP requiring coordination from a SAR Coordinating Authority if one or more of the following conditions exist:
  - a. The location of the person is unknown, and a search will be required.
  - b. Environmental or geographical factors of the incident such as weather, location, terrain, or terrain type are identified as risk factors.
  - c. The use of specialist rescue teams, equipment or services listed in paragraph 8 may be required.
  - d. Notification of the incident is via a Distress Beacon or SEND device and there is insufficient other information to determine if it is a SAROP or medical emergency.
  - e. The incident is further than 12 nautical miles offshore.
- 11. This is consistent with the Operational Framework for the New Zealand Search and Rescue Region.

### Medical Emergencies

- 12. An incident should be regarded as a medical emergency requiring coordination from an Emergency Ambulance Service if all the following conditions exist:
  - a. There is a known injury or illness to a person.
  - b. The location is known and easily accessible by ambulance (road, marine, or air ambulance).
  - c. The recovery of the casualty does not require the use of any specialised rescue teams not normally available to the ambulance responding.
  - d. A risk assessment indicates a low risk of the environmental situation deteriorating.

### **MEDEVACs** at sea

13. The coordination of MEDEVACs at sea are the responsibility of the RCCNZ. The RCCNZ should inform other agencies of incidents at sea.

### Transfer of Coordination

14. Transfer of coordination should be discussed between agencies if information is received during response activities that indicate the incident has changed from a medical emergency to a SAROP or vice versa.

- 15. The agency currently coordinating the incident must immediately contact the coordinating agency with responsibility and discuss the transfer of coordination and associated responsibilities.
- 16. Agreement and transfer of coordination should occur unless, given the particular set of circumstances, it is not prudent to do so.
- 17. The two agencies should discuss the incident, actions that have already been undertaken, and mutually agree which agency will be responsible for ongoing coordination of the incident.
- 18. If a transfer of coordination is mutually agreed, the agency accepting coordination must formally accept coordination by clearly stating "[agency] accepts coordination for this incident."
- 19. If mutual agreement cannot be achieved, the situation will be escalated to the relevant agencies' on-duty managers.
- 20. Any new information received by the initial coordinating agency must be passed immediately to the agency coordinating the response.
- 21. For clarity, a transfer of patient care between agencies is not a transfer of coordination.

### **Asset Selection**

- 22. Capacity and capability of assets to respond to SAROPs or medical emergencies varies around the country. Additionally, there can be competing demands on a limited number of assets to respond to concurrent events.
- 23. The selection of response assets should support effective (best outcome) and efficient (best value) outcomes.
- 24. Where the preferred response asset is identified to be a NASO contracted Air Ambulance helicopter, then the process for Air Ambulance helicopter taskings must be followed. This is detailed in Schedule 2.

### **Mutual Agreement**

25. Each incident is unique, and full information about the incident is not always available to the coordinating agencies. Therefore, on a case-by-case basis, the guidelines listed above for determining or transferring coordination may be overridden by mutual agreement between the SAR Coordinating Authorities and Emergency Ambulance Services.

### Learnings

- 26. There will be incidents that, with hindsight, reveal a response could have been more efficient and effective if coordinated by a different agency. These incidents will be debriefed to identify lessons and improvements for future incidents.
- 27. The operational teams from each agency will share information and any lessons identified, with the intent being the enhancement of the response to future incidents.

## Schedule 2: Air Ambulance Helicopter Tasking

### Agreed tasking process

- 1. The following is the agreed tasking process when the SAR Coordinating Authority request an Air Ambulance Helicopter for SAROPs:
  - a. The SAR Coordinating Authority calls Air Desk and provides a brief description of the event and asks if a particular Air Ambulance Helicopter is available.
  - b. Air Desk confirms whether the Air Ambulance Helicopter is available. If not, Air Desk will suggest another Air Ambulance Helicopter option.
  - c. Air Desk assigns the Air Ambulance Helicopter to the SAR Coordinating Authority, unless the mission is declined by the Air Ambulance Helicopter Service Provider for reasons such as weather or fatigue, in which case a further option may be suggested by Air Desk.
  - d. When (or if) an Air Ambulance Helicopter is accepted by the SAR Coordinating Authority, Air Desk teleconferences the SAR Coordinating Authority into a call with the helicopter aircrew; the SAR Coordinating Authority gives the initial brief to aircrew on task.
  - e. The Air Ambulance Helicopter and crew are now under the direction of the SAR Coordinating Authority, and the SAR Coordinating Authority will talk directly to the aircrew. The SAR Coordinating Authority will keep the Air Desk updated if there is further information about the SAROP task, particularly relating to the location, urgency, and potential duration of the task.
- 2. Emergency Air Ambulance Helicopter Service Providers can only accept tasking from the Air Desk. Therefore, any RCCNZ or NZ Police calls initially directed to the Service Providers will be re-directed to the Air Desk.
- 3. At the end of the SAR task, the SAR Coordinating Authority will advise the Air Desk the task is complete and the helicopter is available. The Air Desk will stand the helicopter down if required.

### Re-task

- 4. The Air Desk may re-assign the helicopter if a higher priority task arises.
- 5. This will only occur if the subsequent mission is an obvious higher priority.
- 6. Prior to re-assigning, the Air Desk will notify the SAR Coordinating Authority.
- 7. If there is a re-assignment, the Air Desk will offer the SAR Coordinating Authority another available Air Ambulance Helicopter.

### Removing equipment/paramedics from helicopter

- 8. The SAR Coordinating Authority or Air Ambulance Helicopter pilot will only de-configure (or remove equipment or personnel from) the Air Ambulance Helicopter if deemed necessary for the SAROP.
- 9. At the end of the SAROP task, the Air Ambulance Helicopter provider will be responsible to reconfigure the Air Ambulance Helicopter prior to subsequent tasking.

### Stand-down

10. The SAR Coordinating Authority may stand-down the Air Ambulance helicopter and will do so via the Air Desk, which will relay the stand-down to the helicopter. In this situation, the Air Desk may use the helicopter for a health assignment (which may include a health response to the same incident).

# Key Performance Indicators

14

11. NASO Key Performance Indicators do not apply to SAROP missions.

New Zealand Search and Rescue and Emergency Ambulance Services Relationship Agreement Page 9 of 12

## **Schedule 3: Definitions**

This Schedule defines various terms used in the Agreement and Schedules.

#### Air Ambulance Helicopter

An Air Ambulance Helicopter is a helicopter, that provides an emergency ambulance service managed by NASO. These aircraft may also be used for SAROPs.

### Air Desk

The Air Desk is an air ambulance dispatch and coordination service.

#### Assign/ Assignment

Air Desk allocation of an Air Ambulance Helicopter to an incident which requires a medical response.

### SAR Coordinating Authority

The SAR Coordinating Authority is the agency or body responsible for the overall conduct of a SAROP. The Coordinating Authority will lead and manage the operation.

The New Zealand Police and the Rescue Coordination Centre New Zealand (RCCNZ) are the recognised SAR Coordinating Authorities in New Zealand.

### Category 1 SAROP

A SAROP coordinated at the local level; including land operations, subterranean operations, river, lake and inland waterway operations and close-to-shore marine operations.

The New Zealand Police are the SAR Coordinating Authority for Category 1 SAROPs.

### Category 2 SAROP

A SAROP coordinated at the national level; including, operations associated with missing aircraft or aircraft in distress and off-shore marine operations within the New Zealand Search and Rescue Region.

Category 2 SAROPs typically require the use of national or international resources and may involve coordination with other states.

RCCNZ is the SAR Coordinating Authority for Category 2 SAROPs.

#### Distress Beacon

A distress beacon is a device that when activated transmits a signal, normally via satellites, to advise rescuers that assistance is required. In New Zealand, the RCCNZ responds to all beacon activations.

### **Emergency Ambulance Services (EAS)**

Any NASO-managed contract for emergency road or air ambulance service coordinated by an emergency ambulance communications centre (including the Air Desk).

### MEDEVAC

An evacuation of a person for health reasons.

### Medical emergency

A medical emergency is an acute injury or illness that poses an immediate risk to a person's life or long-term health, sometimes referred to as a situation risking life or limb.

#### Transfer of care

Transfer of care is a complex process representing a time of significant vulnerability for patients. Safe and effective transfer of responsibility for a patient's medical care relies on effective provider communication and transfer of accountability for care to another service

provider. An example of this would be the safe transfer of an injured or unwell rescued person to air or road ambulance services.

#### National Ambulance Sector Office (NASO)

A joint business unit between the Ministry of Health and the Accident Compensation Corporation.

NASO is responsible to the Ministry of Health and Accident Compensation Corporation for the joint planning and management of emergency ambulance services on behalf of both agencies.

## Search and Rescue Operation (SAROP)

A Search and Rescue Operation (SAROP) is an operation undertaken by a SAR Coordinating Authority to locate and retrieve persons missing or in distress. The intention of the operation is to save lives, prevent or minimise injuries, and remove persons from situations of peril by locating the persons, providing for initial medical care or other needs, and then delivering them to a place of safety.

For specifics of SAROPs, see Schedule 1.

#### SEND device

A commercial emergency notification device. SEND is Satellite Emergency Notification Device.

### Tasking

SAR Co-ordinating Authority assigning, briefing, directing, and monitoring the SAR resource in a specific action to perform in a particular area.

### Schedule 4: Funding

- 1. The purpose of this Schedule is to clarify funding.
- 2. SAROPs are funded by the respective SAR Coordinating Authority:
  - The New Zealand Police fund Category 1 SAROPs
  - RCCNZ fund Category 2 SAROPs.
- 3. Emergency Ambulance Service operations are funded via NASO:
  - Ministry of Health fund medical related incidents
  - Accident Compensation Corporation (ACC) fund accident related incidents.
  - For clarity, these services are provided by contracted providers only, who are operating a fully configured air ambulance helicopter, and does not include the recovery of human remains or searches.
- 4. There are times when part of the operation is a SAROP and another part is an ambulance operation. In those circumstances, the SAR Coordinating Authority will fund the SAROP part and ACC or the Ministry of Health will fund the ambulance part (depending on whether the incident relates to an accident). The portion of funding will be determined by the time of the operation that tasking of the helicopter is transferred from one agency to another.